

Steven W. Shaw, Esq
Law Office of Steven W. Shaw
918 S. Crescent Way
Mapleton, Utah 84664
Tel 702-292-1624
Email steve@shawlaw.biz
Attorney for Plaintiffs

UNITED STATES DISTRICT COURT
DISTRICT OF UTAH

Darrell L. Deem, as an individual and on behalf of his Roth IRA #14459, David G. Law, as an individual and on behalf of his Roth IRA #11396, Janine W. Law, as an individual and on behalf of her Roth IRA #12075, DJ Property Solutions, LLC, a Utah limited liability company, Deem Realty Funding, Inc., a Utah corporation, Deem Investment Company, a Utah corporation,

Plaintiffs,

v.

Tracey Baron, an individual, Michelle Baron, an individual, Big Blue Capital, LLC, an Oregon limited liability company, Turning Leaf Homes, LLC an Oregon limited liability company, Turning Leaf Advisors, LLC, an Oregon limited liability company, RenX Group, LLC, an Oregon limited liability company, RenX Group II, LLC an Oregon limited liability company, Crimson

Case No. 2-15-CV-755

**SECOND AMENDED
COMPLAINT**

Investment Group, LLC, an Oregon limited liability company, and Does I - X, inclusive, Defendants.	
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JURISDICTION

1. This Court has diversity jurisdiction and venue over the parties in that the Plaintiffs are located in the State of Utah and the Defendants are located in the State of Oregon.
2. This matter exceeds the jurisdictional minimum of this Court in that the amount in controversy is well in excess of \$1,000,000.00.

GENERAL ALLEGATIONS

3. Plaintiff, DARRELL L. DEEM, is an individual and is now, and at all times relevant hereto was, a resident of Salt Lake County, State of Utah. He sues as an individual and on behalf of his Roth IRA #14459.
4. Plaintiff, DAVID G. LAW, is an individual and is now, and at all times relevant hereto was, a resident of Utah County, State of Utah. He sues as an individual and on behalf of his Roth IRA #11396.
5. Plaintiff, JANINE W. LAW, is an individual and is now, and at all times relevant hereto was, a resident of Utah County, State of Utah. She sues as an individual and on behalf of her Roth IRA #12075.

6. Plaintiff, DJ PROPERTY SOLUTIONS, LLC is now, and at all times relevant hereto was, a Utah limited liability company with its principal offices located in Utah County, State of Utah.

7. Plaintiff, Deem Realty Funding, Inc., is now, and at all times relevant hereto was, a Utah corporation, with its principal offices located in Utah County, State of Utah.

8. Plaintiff, Deem Investment Company, is now, and at all times relevant hereto was, a Utah corporation, with its principal offices located in Utah County, State of Utah.

9. Defendant, TRACEY BARON, is an individual and is now, and at all times relevant hereto was, a resident of Clackamas County, State of Oregon.

10. Defendant, MICHELLE BARON, is an individual and is now, and at all times relevant hereto was, a resident of Clackamas County, State of Oregon.

11. Defendant, BIG BLUE CAPITAL, LLC, is now, and at all times relevant hereto was, a Limited Liability Company, organized and existing under the laws of the State of Oregon, with its principal place of business in Clackamas County, State of Oregon.

12. Defendant, RENX GROUP, LLC, is now, and at all times relevant hereto was, a Limited Liability Company, organized and existing under the laws of the State of Oregon, with its principal place of business in Clackamas County, State of Oregon.

13. Defendant, RENX GROUP II, LLC, is now, and at all times relevant hereto was, a Limited Liability Company, organized and existing under the laws of the State of Oregon, with its principal place of business in Clackamas County, State of Oregon.

14. Defendant, TURNING LEAF ADVISORS, LLC, is now, and at all times relevant hereto

was, a Limited Liability Company, organized and existing under the laws of the State of Oregon, with its principal place of business in Clackamas County, State of Oregon.

15. Defendant, TURNING LEAF HOMES, LLC, is now, and at all times relevant hereto was, a Limited Liability Company, organized and existing under the laws of the State of Oregon, with its principal place of business in Clackamas County, State of Oregon.

16. The true names or capacities, whether individual, corporate, associate, or otherwise, of defendants named herein as DOES I through X, are unknown to Plaintiff who therefore sues said Defendants by such fictitious names. Plaintiff will ask leave to amend this Complaint to show their true names and capacities when they have been ascertained. Plaintiff is informed and believe and thereon alleges that each of the Defendants designated herein as a Doe are legally responsible in some manner for the events herein referred to and caused damage and injury proximately thereby to Plaintiff.

17. At all times herein mentioned, each of the Defendants was the agent and employee of each of the remaining Defendants, and was, at all times, acting within the scope and purpose of said agency and employment, and each Defendant has ratified and approved the acts of the remaining Defendants.

18. Defendant Tracey Baron, stands in a fiduciary or quasi-fiduciary relationship with plaintiffs by reason of the agreements in which they, and each of them, agreed to act for the benefit of Plaintiffs.

19. By reason of the acts and omissions of defendants hereinafter alleged, and as a

proximate cause thereof, plaintiffs have suffered general, special and consequential damages in an amount to be determined according to proof at trial. An outline of the transaction and parties relating to said transactions which constitute the acts and omissions complained of are set forth in Exhibit A to this Second Amended Complaint, which Exhibit is attached hereto and incorporated herein as though set forth at length.

20. By reason of the acts and omissions of defendant Tracey Baron hereinafter alleged, were willful, malicious and oppressive and were undertaken in disregard of their fiduciary and quasi-fiduciary obligations and with a conscious disregard for the rights, feelings, interests and health of plaintiffs with the intent to vex, injure and annoy plaintiffs such as to constitute oppression, fraud and/or malice.

A JURY TRIAL IS DEMANDED.

FIRST CAUSE OF ACTION
(Accounting)

21. Plaintiffs incorporate herein by reference as if fully set forth each and every allegation of the preceding paragraphs of this Complaint.

22. In or about 2014, and at various times thereafter those defendants, and each of them entered into various agreements with plaintiffs as outlined in Exhibit A, wherein the names Defendants accepted the obligation to manage various real estate projects and then divide the profits therefrom with Plaintiffs as agreed, depending on the project, and all as specified on Exhibit A.

23. Subsequently, most of said projects resulted in profits in the form of sale proceeds and/or

rents. Defendants, and each of them, or some of them, depending on the project, all as outlined in Exhibit A, have not given to Plaintiffs and Plaintiffs have not received an accounting of the profits, losses and/or expenses associated with said projects despite requests therefore from Plaintiffs. Plaintiffs are informed and believe and bases on said information and belief allege that said Defendants have retained said profits and refused to distribute them to Plaintiffs as agreed.

24. Plaintiffs now wish to settle their affair with said Defendants, and each of them, but are being denied access to the records relating to said agreements and profits and are hence, unable to determine their share of the profits with specificity.

25. In an accounting by the parties, there will be found amounts owed to Plaintiffs well in excess of \$1,000,000.00.

26. An accounting is necessary to show the amount due to Plaintiff from Defendants, and the amounts due would be shown by an accounting.

27. Prior to the commencement of this action, plaintiff demanded of defendants, access to the records of said company in order to do an accounting, but defendant has not been permitted access.

WHEREFORE, plaintiff prays judgment against defendants and each of them, as hereinafter set forth.

SECOND CAUSE OF ACTION
(Breach of Contract)

28. Plaintiffs incorporate herein by reference as if fully set forth each and every allegation

of the preceding paragraphs of this Complaint.

29. Beginning in 2013 and continuing through 2014, Plaintiffs and Defendants Michelle Baron, and Tracey Baron entered into various agreements as outlined in Exhibit A with respect to the acquisition and development of certain real property as set forth in Exhibit A.

30. All of the conditions to be performed on the part of plaintiffs under the provisions of the aforementioned agreements have been performed, waived or excused.

31. Said Defendants had a duty to perform all provisions of the aforementioned agreement but have failed to do so in that they have withheld information and reports to Plaintiffs as required under said agreement and have failed to provide profits derived from the same, all in default and in breach of said agreement.

32. As a direct and proximate result of the breach of contract by said Defendants, and each of them, plaintiffs have been injured in a sum representing amount unpaid, and payable and due plaintiffs pursuant to said contract, together with legal interest thereon from the date said payments should have been made under the terms of said agreement.

33. As a further direct and proximate result of the breach of contract by said Defendants, Plaintiffs have suffered and will continue to suffer general, special and consequential damages in an amount to be determined according to proof at trial.

WHEREFORE, plaintiff prays judgment against defendants and each of them, as hereinafter set forth.

THIRD CAUSE OF ACTION

(Quantum Meruit)

34. Plaintiffs incorporate herein by reference as if fully set forth each and every allegation of the preceding paragraphs of this Complaint.

35. By reason of the acts and omissions of defendants heretofore alleged, Defendants as indicated on Exhibit A, and each of them, made representations which were reasonably understood by Plaintiffs to be an expectation that they would received compensation from said Defendants. The parties, by their conduct, have formed a relationship which is contractual in nature, even though an enforceable contract may never have been created.

36. Said expectation was reasonable on the part of Plaintiffs.

37. Plaintiffs relied on said representations to their detriment and incurred costs and expenses by reason thereof.

38. Said reliance was reasonable.

39. Said Defendants had a duty to provide compensation to Plaintiffs and have failed to do so, all in default and in breach of their understanding and expectations.

40. As a direct and proximate result of said conduct by said Defendants, and each of them, plaintiffs have been injured in a sum representing amount unpaid, and payable and due plaintiffs pursuant to said contract, together with legal interest thereon from the date said payments should have been made under the terms of said agreement.

41. As a further direct and proximate result of said conduct by said Defendants, Plaintiffs

have suffered and will continue to suffer general, special and consequential damages in an amount to be determined according to proof at trial.

WHEREFORE, plaintiff prays judgment against defendants and each of them, as hereinafter set forth.

FOURTH CAUSE OF ACTION
(Unjust Enrichment)

42. Plaintiffs incorporate herein by reference as if fully set forth each and every allegation of the preceding paragraphs of this Complaint.

43. By reason of the acts and omissions of defendants as set forth in Exhibit A, heretofore alleged, Defendants, and each of them made representations which were reasonably understood by Plaintiffs to be an expectation that they would received compensation from said Defendants. Said acts and omissions of Defendants, and each of them, evidence an obligation imposed by law to do justice even though it is clear that no promise was ever made or intended.

44. The acts of Plaintiffs were reasonable.

45. Said Defendants had a duty to provide compensation to Plaintiffs and have failed to do so, all in default and in breach of their understanding and expectations.

46. As a direct and proximate result of said conduct by said Defendants, and each of them, plaintiffs have been injured in a sum representing amount unpaid, and payable and due plaintiffs pursuant to said contract, together with legal interest thereon from the date said payments should have been made under the terms of said agreement.

47. As a further direct and proximate result of said conduct by said Defendants, Plaintiffs have suffered and will continue to suffer general, special and consequential damages in an amount to be determined according to proof at trial.

WHEREFORE, plaintiff prays judgment against defendants and each of them, as hereinafter set forth.

FIFTH CAUSE OF ACTION
(Detrimental Reliance)

48. Plaintiffs incorporate herein by reference as if fully set forth each and every allegation of the preceding paragraphs of this Complaint.

49. By reason of the acts and omissions of defendants as set forth in Exhibit A, heretofore alleged, said Defendants, and each of them made representations which were reasonably understood by Plaintiffs to be an expectation that they would received compensation from said Defendants.

50. The Plaintiffs relied on said representations and said reliance on said representations of said Defendants by Plaintiffs was reasonable.

51. By reason of said representations, said Defendants had a duty to provide compensation to Plaintiffs and have failed to do so, all in default and in breach of their understanding and expectations.

52. As a direct and proximate result of said conduct by said Defendants, and each of them, plaintiffs have been injured in a sum representing amount unpaid, and payable and due plaintiffs pursuant to said contract, together with legal interest thereon from the date said payments

should have been made under the terms of said agreement.

53. As a further direct and proximate result of said conduct by said Defendants, Plaintiffs have suffered and will continue to suffer general, special and consequential damages in an amount to be determined according to proof at trial.

WHEREFORE, plaintiff prays judgment against defendants and each of them, as hereinafter set forth.

SIXTH CAUSE OF ACTION
(Constructive Trust)

54. Plaintiffs incorporate herein by reference as if fully set forth each and every allegation of the preceding paragraphs of this Complaint.

55. By reason of the acts and omissions of defendants as set forth in Exhibit A, heretofore alleged, said Defendants, and each of them held funds rightfully belonging to Plaintiffs.

56. Said defendants invested said funds belonging to Plaintiffs in various items and parcels of real estate.

57. Because said investments were made with the funds belonging to Plaintiffs, said investments were made, by operation of law, on behalf of Plaintiffs and for their benefit.

58. Said actions constitute a constructive trust for the benefit of Plaintiffs and all proceeds from said investments are made for the benefit of, and on behalf of Plaintiffs.

59. Plaintiffs request that the Court acknowledge the existence of said construction trust and declare any and all proceeds of the same to be the property of Plaintiffs.

WHEREFORE, plaintiff prays judgment against defendants and each of them, as hereinafter set forth.

SEVENTH CAUSE OF ACTION
(Conversion)

60. Plaintiffs incorporate herein by reference as if fully set forth each and every allegation of the preceding paragraphs of this Complaint.

61. By reason of the acts and omissions of defendants as set forth in Exhibit A, heretofore alleged, Defendants, and each of them held funds rightfully belonging to Plaintiffs.

62. Said Defendants have converted said funds to their own use without the consent of Plaintiffs and without the intent to deliver said funds, nor the investments procured by said funds to Plaintiffs.

63. Said Defendants have refused to surrender said property, on demand, to Plaintiffs, who are entitled to lawful possession thereof.

64. Said actions constitute a conversion of said funds belonging to Plaintiffs.

65. As a direct and proximate result of said conduct by said Defendants, and each of them, plaintiffs have been injured in a sum representing amount unpaid, and payable and due plaintiffs pursuant to said contract, together with legal interest thereon from the date said payments should have been made under the terms of said agreement.

66. As a further direct and proximate result of said conduct by said Defendants, Plaintiffs have suffered and will continue to suffer general, special and consequential damages in an amount

to be determined according to proof at trial.

67. By reason of the acts and omissions of defendants hereinafter alleged, and each of them, were willful, malicious and oppressive and were undertaken in disregard of their fiduciary and quasi-fiduciary obligations and with a conscious disregard for the rights, feelings, interests and health of plaintiffs with the intent to vex, injure and annoy plaintiffs such as to constitute oppression, fraud and/or malice.

WHEREFORE, plaintiff prays judgment against defendants and each of them, as hereinafter set forth.

EIGHTH CAUSE OF ACTION
(Breach of Fiduciary Duty)

68. Plaintiffs incorporate herein by reference as if fully set forth each and every allegation of the preceding paragraphs of this Complaint.

69. By reason of the acts and omissions of Defendant Tracey Baron, heretofore alleged, said Defendants, and each of them stand in a fiduciary relationship with Plaintiffs.

70. Said fiduciary relationship includes the duty of full disclosure to Plaintiffs and the duty to handle their funds with care and to guard against injury or damage to Plaintiffs.

71. Said Defendants, and each of them have breached said duty in failing to provide Plaintiffs with information and reports concerning their assets and investments and in injuring and damaging Plaintiffs by not providing them with the profits from their investments.

72. As a direct and proximate result of said conduct by said Defendants, and each of

them, plaintiffs have been injured in a sum representing amount unpaid, and payable and due plaintiffs pursuant to said contract, together with legal interest thereon from the date said payments should have been made under the terms of said agreement.

73. As a further direct and proximate result of said conduct by said Defendants, Plaintiffs have suffered and will continue to suffer general, special and consequential damages in an amount to be determined according to proof at trial.

74. By reason of the acts and omissions of defendants hereinafter alleged, and each of them, were willful, malicious and oppressive and were undertaken in disregard of their fiduciary and quasi-fiduciary obligations and with a conscious disregard for the rights, feelings, interests and health of plaintiffs with the intent to vex, injure and annoy plaintiffs such as to constitute oppression, fraud and/or malice.

A JURY TRIAL IS DEMANDED.

WHEREFORE, plaintiff prays judgment against defendants and each of them, as hereinafter set forth:

1. For access to all of the business records of the various businesses and investments between the parties and any part of them;
2. For an accounting with respect to the same;
3. For payment of such sums which are due and owing from the same according to proof, and in any event in excess of \$1,000,000.00;
4. For contract damages according to proof at trial, and in excess of the jurisdictional

minimum and in any event in excess of \$1,000,000.00, plus interest thereon at the applicable rate, together with attorneys' fees, and costs which are properly awardable;

5. For an award of general damages according to proof at trial;
6. For an award of special damages according to proof at trial;
7. For prejudgment interest on the damages alleged herein as permitted by law;
8. For attorneys' fees;
9. For punitive and exemplary damages according to proof;
10. For cost of suit; and,
11. For such other and further relief as the court deems proper.

Dated: November 17, 2015

Law Office of Steven W. Shaw



Post Office Box 54840

Provo, Utah 84605

Tel 702-292-1624

Email steve@shawlaw.biz

RECAP OF PRINCIPLE, RENTS AND INTEREST DUE TO DEEM REALTY FUNDING, INC and DARRELL'S IRA ACCOUNTS

FROM RENX GROUP, LLC and TURNING LEAF HOMES, LLC AS OF November 16, 2015

NOTE: ALL LOANS ARE SERIOUSLY PAST DUE

NOTE: DUE TO INCOMPLETE RECORDS FROM RENX AND TLH SOME ADJUSTMENTS MAY BE NECESSARY FOR A FINAL ACCOUNTING

SERVICE CHARGE / INTEREST is being charged at 1.5% per month per contracts on unpaid balance on the principle and on rents not paid.

PLAINTIFF PARTIES INVOLVED:

DJ PROPERTY SOLUTIONS, LLC
DEEM REALTY FUNDING, INC
DAVID LAW'S IRA ACCOUNT
JANINE LAW'S IRA ACCOUNT
DARRELL DEEM'S IRA ACCOUNT
RCLM, LLC

David and Janine Law - member managers Utah Limited Liability Company
Darrell Deem - President Utah Corporation
David Law's Self Directed ROTH IRA Account #11396
Janine Law's Self Directed ROTH IRA Account #12075
Darrell Deem's Self Directed ROTH IRA Account #14459
Rick and Lea Lofton were member managers of this Oregon LLC. LLC has been desolved and contracts assigned to DJ Property Solutions, LLC

DEFENDANTS INVOLVED:

TRACEY BARON
MICHELLE BARON
BIG BLUE CAPITAL, LLC
TURNING LEAF HOMES, LLC
RENX GROUP, LLC
RENX GROUP II, LLC
CRIMSON INVESTMENT GROUP, LLC
RENX GROUP ILLINOIS, LLC

Principle member manager and operator of all entities
Principle and member manager Baron companies
Oregon Limited Liability Company
Oregon Limited Liability Company
Oregon Limited Liability Company
Oregon Limited Liability Company
Oregon Limited Liability Company
Illinois Limited Liability Company

PLAINTIFF DEMAND:

DJ PROPERTY SOLUTIONS, LLC AND BOTH IRA ACCOUNTS ARE OWED APPROXIMATELY
DEEM REALTY FUNDING AND DARRELL'S IRA ACCOUNT IS OWED APPROXIMATELY
SHARE OF PROFITS AT 30% FOR ALL PROPERTIES IS ESTIMATED TO BE:
PROFITS TO BE SPLIT PER CONTRACT BETWEEN ABOVE ENTITIES

\$527,254	DUE AND PAYABLE NOW
\$428,909	DUE AND PAYABLE NOW
\$1,081,068	PROJECTED PROFITS PAYMENT DATE TO BE DETERMINED AT TRIAL

LOAN TRACKING DETAILS

Property	Loan #	Borrower	Amount	Contract Date	\$ Per Contract	Total Principle Paid to Date	Date of Last Pymt Amount of Last Pymt	Principle Balance Due	Monthly Interest Due On Principle	Number of Months Of Unpaid Interest	Total Interest Due On Principle	Monthly Rent Due Months Not Paid	Total Rent Due	Interest On Rents Not Paid	Zillow Value	Share of Profits Percentage
DEEM REALTY FUNDING, INC LOANS																
444 Bridge St Fairview Deem Realty Funding DJ Property Solutions	33	TLH	\$4,500 \$4,500	12/15/14	Rent is \$1000 11 months @ 80%	\$0.00	\$0.00	\$4,500.00	\$67.50	11	\$675.00	\$100.00 5	\$680.00	\$10.20	\$290,435.00	15%
640 E. Main Carlton OR Deem Realty Funding DJ Property Solutions	25	TLH	\$10,000 \$10,000	8/18/14	12 Fixed payments \$833.33 each Rent is \$1700	\$5,000.04	1/21/15 \$833.33	\$4,999.96	\$75.00	10	\$749.99	\$170.00 4	\$680.00	\$10.20	\$1,160,000.00	15%
751 Nicole Dr West Linn Deem Realty Funding DJ Property Solutions	34	TLH	\$3,000 \$3,000	12/12/14	Rent is \$1250 6 months @ 80%	\$500.00	1/20/15 \$500.00	\$2,500.00	\$37.50	11	\$412.50	\$125.00 5	\$625.00	\$9.38	\$528,135.00	15%
821 N 1st Ave Hillsboro Deem Realty Funding DJ Property Solutions	20	TLH	\$4,500 \$4,500	5/16/14	8 Months 20% or rents Rent is \$1,000	\$4,500.00	1/23/15 \$562.50	\$0.00	\$0.00	0	\$0.00	\$100.00 10	\$1,000.00	\$15.00	\$338,580.00	15%
1431 Larsen Ln (IL) Deem Realty Funding David APS	4	RENX	\$9,000 \$9,000	7/29/13	Fixed 8 months Rent is \$2750	\$9,000.00	4/14/14 \$1,000.00	\$0.00	\$0.00	0	\$0.00	\$275.00 19	\$5,225.00	\$78.38	\$560,160.00	15%
2775 SW 107th Ave Deem Realty Funding DJ Property Solutions	37	BBC	\$5,250 \$5,250	12/30/14	\$1,500 8 months Balloon July 10	\$0.00	\$0.00	\$5,250.00	\$78.75	11	\$866.25	\$150.00 3	\$450.00	\$6.75	\$691,094.00	15%
3522 Summit Pt Forest Gv Deem Realty Funding DJ Property Solutions	27	TLH	\$8,200 \$8,200	9/2/14	8 Fixed payments of \$1025 each Rent is \$2500	\$5,125.00	1/21/15 \$1,025.00	\$3,075.00	\$46.13	10	\$461.25	\$250.00 7	\$1,750.00	\$26.25	\$651,286.00	15%
3530 Summit Pt Forest Gv Deem Realty Funding DJ Property Solutions	28	TLH	\$7,450 \$7,450	9/2/14	8 Fixed payments of \$931.25 each Rent is \$2500	\$3,725.00	12/24/14 \$931.25	\$3,725.00	\$55.88	11	\$614.63	\$250.00 7	\$1,750.00	\$26.25	\$697,090.00	15%
4207 SE 73rd Ave Deem Realty Funding DJ Property Solutions	35	TLH	\$2,250 \$2,250	12/15/14	Rent is \$1200 4.69 months @ 80%	\$0.00	\$0.00	\$2,250.00	\$33.75	11	\$371.25	\$120.00 11	\$1,320.00	\$19.80	\$321,620.00	15%
5631 SE Belmont St Pkld Deem Realty Funding DJ Property Solutions	38	TLH	\$2,750 \$2,750	12/17/14	No rents No payments for 12 months	\$0.00	\$0.00	\$2,750.00	\$0.00	0	\$0.00	\$0.00 0	\$0.00	\$0.00	\$1,105,849.00	15%
5879 NW Lark Meadow Deem Realty Funding David APS	14	TLH	\$5,750 \$5,750	1/14/14	\$1500 per mo. 8 months	\$5,750.00	1/20/15 \$180.00	\$0.00	\$0.00	0	\$0.00	\$180.00 10	\$1,800.00	\$27.00	\$449,856.00	15%
6727 SE Oakridge Dr Deem Realty Funding DJ Property Solutions	29	TLH	\$6,000 \$6,000	9/9/14	8 Fixed payments Rent is \$1600	\$3,000.00	12/24/14 \$750.00	\$3,000.00	\$45.00	11	\$495.00	\$160.00 7	\$1,120.00	\$16.80	\$279,814.00	15%

All principle due 12/17/15 with 12% interest - default rate is 1.5% per month

DEEM REALTY FUNDING, INC LOANS									
7155 SW 189th	31	9/11/14	Fixed \$750 8 months Rent is \$1600						
Deem Realty Funding, Inc DJ Property Solutions, LLC	TLH	\$6,000 \$6,000							
7320 SW Frog Pond Ln	22	7/10/14	8 months Rent is \$3000						
Deem Realty Funding DJ Property Solutions	RENX	\$4,000 \$4,000							
7582 N Burlington	18	4/29/14	Fixed for 8 then 20% Rent is \$1550						
Deem Realty Funding DJ Property Solutions	TLH	\$5,750 \$5,750							
12761 SW 133rd Ave	10	4/28/14	1000per month 8 Months Rent is \$1000						
Deem Realty Funding DJ Property Solutions	RENX	\$3,000 \$3,000							
16269 NE Eugene Ct Ptd	36	12/15/14	\$1,200 6 months						
Deem Realty Funding DJ Property Solutions	TLH	\$2,500 \$2,500							
16394 SW Hoops Tlgard	26	8/18/14	8 months Rent is \$1700						
Deem Realty Funding DJ Property Solutions	TLH	\$6,000 \$6,000							
18825 NE Hoyt CT Portia	17	4/28/14	\$1000 per month 8 months						
Deem Realty Funding DJ Property Solutions	RENX	\$5,000 \$5,000							
18797 Bluebridge Dr Oregon	39	12/17/14	No rents No payments						
Deem Realty Funding DJ Property Solutions	TLH	\$2,250 \$2,250							
19581 Hummingbird Loop	24	7/24/14	\$500 per month 8 months Rent is \$1600						
Deem Realty Funding DJ Property Solutions	TLH	\$4,000 \$4,000							
21565 Firwood Sandy OR	19	5/5/14	8 months rent is \$1700						
Deem Realty Funding DJ Property Solutions	TLH	\$4,750 \$4,750							
35727 SE Douglas Rd	30	9/10/14	8 months rent is \$2000						
Deem Realty Funding DJ Property Solutions	TLH	\$6,750 \$6,750							
52055 SE Icenogle Scappoos	23	7/10/14	8 months Rent is \$1300						
Deem Realty Funding DJ Property Solutions	RENX	\$3,750 \$3,750							
Totals of Deem Realty Funding loans only				Principle	Interest	Rents Due	Interest		
				\$55,612.46	\$8,243.99	\$30,830.00	\$462.45		

18901 JOINT VENTURE									
18901 Hilltop Rd. Lake Oswego, OR 97035 Deem Realty Funding DJ Property Solutions	JV2	\$1,250	12/18/13	50% of rents Rent is \$2500	\$0.00	5/11/15	\$248,470.80	\$3,727.06 less \$21,250.00 paid \$64,472.43	23 months x \$3,727.06 = \$85,722.43 \$85,722.43 \$64,472.43
Totals Deem Portion of 18901 Joint Venture					Principle \$248,470.80		Interest \$64,472.43	Rents Due \$0.00	Interest \$0.00
15%									
IRA LOANS									
David's IRA is #11396 Janine's IRA is #12075 Darrell's IRA is #14459 OREGON and ILLINOIS PROPERTIES									
3004 62nd Darrell APS David APS	3	\$4,250 \$4,250	7/23/13	80% of rents # of months 9 Rent is \$1200	\$4,250.00 for Dec 2014	1/20/15 \$120.00	\$0.00	0	\$0.00
17646 Corona Ln Darrell APS David APS	5	\$6,000 \$6,000	9/17/13	Fixed 8 months Rent is \$1200	\$6,000.00	1/20/15 \$120.00	\$0.00	0	\$0.00
11334 Kimball Ct Darrell APS David APS	9	\$5,750 \$5,750	12/2/13	\$1250 per mo. 8 months Rent is \$1250	\$5,750.00	1/20/15 \$250.00	\$0.00	0	\$0.00
8965 Oxbow Terrace Darrell APS David APS	16	\$5,250 \$5,250	2/13/14	8 months	\$5,250.00	1/20/15 \$120.00	\$0.00	0	\$0.00
1701 Baltimore (IL) Darrell APS David APS	6	\$8,500 \$8,500	9/20/13	\$1800 per mo. 8 months Rent is \$1800	\$8,500.00	9/16/14 \$180.00	\$0.00	0	\$0.00
3547 Dearborn St (IL) Darrell APS David APS	7	\$8,500 \$8,500	9/25/13	\$ per month 8 months Rent is \$2300	\$8,500.00	10/20/14 \$230.00	\$0.00	0	\$0.00
1490 Falcon Ln (IL) Darrell APS Janine APS	15	\$7,250 \$7,250	2/11/14	8 months Rent is \$2800	\$1,034.00	4/14/14 \$1,034.00	\$6,216.00	19	\$1,771.56
Totals for DEEM IRA loans only					Principle \$6,216.00		Interest \$1,771.56	Rents Due \$12,640.00	Interest \$189.60
SUMMARY OF ALL LOAN BALANCES BEFORE 30% SHARE OF PROFITS									
Totals Due Deem Realty Funding, Inc.					Totals due DIPS		Principle \$55,612.46	Rents Due \$30,830.00	Interest \$462.45
Totals Due DEEM for 18901 JOINT VENTURE					Totals due 18901 JV		\$248,470.80	\$0.00	\$0.00
Totals Due DEEM IRA Accounts					Totals due IRA Account		\$6,216.00	\$12,640.00	\$189.60
Totals for all accounts					Totals for all accounts		\$310,299.26	\$43,470.00	\$652.05
TOTAL CURRENT DEBT OWED PRIOR TO 30% SHARE OF PROFITS					Grand Totals of principle, interest, rents due and interest is: \$428,909.29				

SHARE OF PROFITS - DESCRIPTION AND ESTIMATES

- A. Most contract terms included sharing 30% the profits at settlement.
 B. Settlement is when the home is sold to an end buyer who is paying fair market value for the home after repairs.
 C. The profit or spread is based on the sales price less commissions, title fees and insurance, actual repairs, utilities & insurance, cost of money and acquisition (amount to pay off liens/mortgages).
 E. NOT TO BE INCLUDED IN CALCULATION: Original purchase amount for deed that was subject to all liens and encumbrances; repairs to rent or property management fees.
 F. RENTAL INCOME: was to cover all legal expenses, repayment of loan to buy deed and then 20% of rents to lenders, management and repairs.
 D. EXAMPLE: \$46,500 gross profit after expenses x 30% = \$13,950 to be paid as share of profits

Sales price to end buyer	\$330,000
Commissions at 5% of sales price	-\$16,500
Title fees and insurance to close	-\$3,000
Repair expenses, contractor expenses, supplies and materials, permits etc	-\$50,000
Utilities and Insurance	-\$2,000
Cost of money for loan to pay off lien holders or the Sheriff's sale	-\$12,000
Acquisition of home - Sheriff's Sale Deed	-\$200,000
Gross Profit	\$46,500
30% of gross profit	x .30
Amount due as lender share of profits per contracts	\$13,950

Recent Examples of Home Sales
 8965 Oxbow Terrace
 Beaverton Oregon 97008

Sales price	\$320,000.00
Commissions	-\$16,000.00
Title fees and Insurance	-\$3,000.00
Rehab Expenses	-\$73,040.56
Cost of money - Interest and points	-\$13,982.21
Acquisition of home - Sheriff's Sale Deed	-\$162,441.88
Gross Profit	\$51,535.35
30% share	x .30
30% Due to lenders	\$15,460.61
Equals 4.83 percent of sales price	

28312 SW Morgan Court
 Wilsonville, OR 97070

Sales price	\$240,000.00
Commissions	\$0.00
Title fees and insurance	-\$2,000.00
Rehab Expenses	-\$5,000.00
Cost of money	-\$12,169.13
Acquisition of home - bank approval	-\$175,000.00
Gross Profit	\$45,830.87
30% share to investor lender	x .30
30% Due to lenders	\$13,749.26
Equals 5.7% of sales price	

1607 Pine Street
 Lake Oswego, OR 97034

Sales price	\$620,000.00
Commissions	\$0.00
Title fees and insurance	-\$4,000.00
Rehab Expenses	-\$20,000.00
Cost of money	\$0.00
Acquisition of home - bank approval	-\$485,000.00
Gross Profit	\$111,000.00
30% share to investor lender	x .30
30% Due to lenders	\$33,300.00
Equals 5.6% of sales price	

Based on the examples shown above, the profit share at 30% of the gross profit is greater than 5% of the sales price. Considering that many of the properties have development potential and our intention was to increase values by developing those properties in order to maximize profits then settling for 5% of current Zillow values is conservative. Zillow values are based on normal conditions, intention was to remodel the homes to increase value and maximize profits.

SEE PAGE & 7 OF DJ PROPERTY SOLUTIONS WORKSHEET
 TO SEE CONSERVATIVE SETTLEMENT AMOUNT.

RECAP OF PRINCIPLE, RENTS AND INTEREST DUE TO DJ PROPERTY SOLUTIONS, LLC AND DAVID AND JANINE LAW'S IRA ACCOUNTS

FROM RENX GROUP, LLC and TURNING LEAF HOMES, LLC AS OF November 16, 2015

NOTE: ALL LOANS ARE SERIOUSLY PAST DUE

NOTE: DUE TO INCOMPLETE RECORDS FROM RENX AND TLH SOME ADJUSTMENTS MAY BE NECESSARY FOR A FINAL ACCOUNTING

SERVICE CHARGE / INTEREST is being charged at 1.5% per month per contracts on unpaid balance on the principle and on rents not paid.

PLANTIFF PARTIES INVOLVED:

DJ PROPERTYSOLUTIONS, LLC	David and Janine Law - member managers Utah Limited Liability Company
DEEM REALTY FUNDING, INC	Darrell Deem - President Utah Corporation
DAVID LAW'S IRA ACCOUNT	David Law's Self Directed ROTH IRA Account #11396
JANINE LAW'S IRA ACCOUNT	Janine Law's Self Directed ROTH IRA Account #12075
DARRELL DEEM'S IRA ACCOUNT	Darrell Deem's Self Directed ROTH IRA Account #14459
RCLM, LLC	Rick and Lea Lofton were member managers of this Oregon LLC. LLC has been dissolved and contracts assigned to DJ Property Solutions, LLC

DEFENDANTS INVOLVED:

TRACEY BARON	Principle member manager and operator of all entities
MICHELLE BARON	Principle and member manager Baron companies
BIG BLUE CAPITAL, LLC	Oregon Limited Liability Company
TURNING LEAF HOMES, LLC	Oregon Limited Liability Company
RENX GROUP, LLC	Oregon Limited Liability Company
RENX GROUP II, LLC	Oregon Limited Liability Company
CRIMSON INVESTMENT GROUP, LLC	Oregon Limited Liability Company
RENX GROUP ILLINOIS, LLC	Illinois Limited Liability Company

PLANTIFF DEMAND:

DJ PROPERTY SOLUTIONS, LLC AND BOTH IRA ACCOUNTS ARE OWED APPROXIMATELY	\$527,254	DUE AND PAYABLE NOW
DEEM REALTY FUNDING AND DARRELL'S IRA ACCOUNT IS OWED APPROXIMATELY	\$428,909	DUE AND PAYABLE NOW
SHARE OF PROFITS AT 30% FOR ALL PROPERTIES IS ESTIMATED TO BE:	\$1,081,068	PROJECTED PROFITS PAYMENT DATE TO BE DETERMINED AT TRIAL
PROFITS TO BE SPLIT PER CONTRACT BETWEEN ABOVE ENTITIES		

LOAN TRACKING DETAILS

Property	Loan #	Borrower	Amount	Contract Date	\$ Per Contract	Total		Date of	Monthly	Number	Total	Monthly		Interest	Zillow	Share of
						Principle	Paid to		Last Pymt	Of Months	Interest	Due On	Due On			
						Principle	Principle		Due	Of Unpaid	Principle	Principle	Not Paid	On Rents	Value	Profits
						Due	Due			Interest	Due	Due	Due	Not Paid		Percentage
DJ PROPERTY SOLUTIONS, LLC LOANS																
444 Bridge St Fairview DJ Property Solutions Deem Realty Funding	33		\$4,500 \$4,500	12/15/14	Rent is \$1000 11 months @ 80%	\$0.00	\$0.00		\$675.00	11	\$675.00	\$100.00	5		\$290,435.00	15%
640 E. Main Carlton OR DJ Property Solutions Deem Realty Funding	25	TLH	\$10,000 \$10,000	8/18/14	12 Fixed payments \$833.33 each Rent is \$1700	\$5,000.04	\$4,999.96	1/21/15	\$75.00	10	\$749.99	\$170.00	4	\$10.20	\$1,160,000.00	15%
751 Nicole Dr West Linn DJ Property Solutions Deem Realty Funding	34	TLH	\$3,000 \$3,000	12/12/14	Rent is \$1250 6 months @ 80%	\$500.00	\$2,500.00	1/20/15	\$37.50	11	\$412.50	\$125.00	5	\$9.38	\$528,135.00	15%
821 N 1st Ave Hillsboro DJ Property Solutions Deem Realty Funding	20	TLH	\$4,500 \$4,500	5/16/14	8 Months 20% or rents Rent is \$1,000	\$4,500.00	\$0.00	1/23/15	\$0.00	0	\$0.00	\$100.00	10	\$15.00	\$338,580.00	15%
2500 Park Dr. DJ Property Solutions Turning Leaf Advisors	13	RENX	\$7,500 \$7,500	1/11/14	\$1800 per month 7 months	\$6,750.00	\$750.00	9/29/14	\$11.25	14	\$157.50	\$180.00	14	\$37.80	\$471,913.00	15%
2775 SW 107th Ave DJ Property Solutions Deem Realty Funding	37	RENX	\$5,250 \$5,250	12/30/14	8 months Balloon July 10	\$0.00	\$5,250.00	\$0.00	\$78.75	11	\$866.25	\$150.00	3	\$6.75	\$691,094.00	15%
3522 Summit Pt Forest Gv DJ Property Solutions Deem Realty Funding	27	TLH	\$8,200 \$8,200	9/2/14	8 Fixed payments of \$1025 each Rent is \$2500	\$5,125.00	\$3,075.00	1/21/15	\$46.13	10	\$461.25	\$250.00	7	\$26.25	\$651,286.00	15%
3530 Summit Pt Forest Gv DJ Property Solutions Deem Realty Funding	28	TLH	\$7,450 \$7,450	9/2/14	8 Fixed payments of \$931.25 each Rent is \$2500	\$3,725.00	\$3,725.00	12/24/14	\$55.88	11	\$614.63	\$250.00	7	\$26.25	\$697,090.00	15%
4207 SE 73rd Ave DJ Property Solutions Deem Realty Funding	35	TLH	\$2,250 \$2,250	12/15/14	Rent is \$1200 4.69 months @ 80%	\$0.00	\$2,250.00	\$0.00	\$33.75	11	\$371.25	\$120.00	11	\$19.80	\$321,620.00	15%
4925 SW Filbert Ave DJ Property Solutions	A1	TLH	First loan \$11,000	1/30/13	80% of rents 20% of rents Rent is \$2700	\$11,000.00	\$0.00	12/24/14	\$0.00	0	\$0.00	\$570.00	11	\$94.05	\$349,484.00	30%
5631 SE Belmont St Pld DJ Property Solutions Deem Realty Funding	38	BBC	\$2,750 \$2,750	12/17/14	No rents No payments for 12 months	\$0.00	\$2,750.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$1,105,849.00	30%

DJ PROPERTY SOLUTIONS, LLC LOANS

29	6727 SE Oakridge Dr DJ Property Solutions Deem Realty Funding	9/9/14	\$6,000 \$6,000	8 Fixed payments \$750 Rent is \$1600	\$3,000.00	12/24/14	\$750.00	\$3,000.00	\$45.00	11	\$495.00	\$160.00	\$1,120.00	\$16.80	\$279,814.00	15%
21	6824-6826 N Rochester St DJ Property Solutions	7/11/14	\$10,000	8 Fixed @ \$1250 \$1,750 \$875 per side	\$6,250.00	12/24/14	\$1,250.00	\$3,750.00	\$56.25	11	\$618.75	\$175.00	\$1,400.00	\$21.00	\$295,505.00	30%
31	7155 SW 189th DJ Property Solutions, LLC Deem Realty Funding, Inc	9/11/14	\$6,000 \$6,000	Fixed \$750 8 months Rent is \$1600	\$3,750.00	1/21/15	\$750.00	\$2,250.00	\$33.75	10	\$337.50	\$160.00	\$1,120.00	\$16.80	\$333,212.00	15%
22	7320 SW Frog Pond Ln DJ Property Solutions Deem Realty Funding	7/10/14	\$4,000 \$4,000	8 months Rent is \$3000	Started counting interest January 1 2015 \$0.00		\$0.00	\$4,000.00	\$60.00	11	\$660.00	\$300.00	\$3,300.00	\$49.50	\$486,912.00	15%
18	7582 N Burlington DJ Property Solutions Deem Realty Funding	4/29/14	\$5,750 \$5,750	Fixed for 8 then 20% Rent is \$1550	\$5,750.00		\$155.00	\$0.00	\$0.00	0	\$0.00	\$155.00	\$1,550.00	\$23.25	\$255,850.00	15%
A2	8025 Scholls Ferry Rd DJ Property Solutions Beaverton OR 97008	1/30/13	\$11,000	80% of rents 20% of rents Rent is \$1750	\$11,000.00	1/23/15	\$330.00	\$0.00	\$0.00	0	\$0.00	\$330.00	\$3,300.00	\$49.50	\$245,302.00	30%
12	9999 NE Worden DJ Property Solutions	1/20/14	\$16,000	Rent is \$2000 10 months	\$9,600.00	7/7/14	\$1,600.00	\$6,400.00	\$96.00	16	\$1,536.00	\$400.00	\$4,800.00	\$72.00	\$751,733.00	30%
10	12761 SW 133rd Ave DJ Property Solutions Deem Realty Funding	4/28/14	\$3,000 \$3,000	100 per month 8 months Rent is \$1000	\$3,000.00	1/23/15	\$80.00	\$0.00	\$0.00	0	\$0.00	\$100.00	\$1,000.00	\$15.00	\$376,671.00	15%
32	13602 SE 154th Clackamas DJ Property Solutions Woffinden Legacy LLC	9/16/14	\$6,000 \$6,000	\$750 per mo fixed 8 months Rent is \$1450	\$2,250.00	1/24/14	\$750.00	\$3,750.00	\$56.25	11	\$618.75	\$145.00	\$725.00	\$10.88	\$268,443.00	15%
36	16269 NE Eugene Ct Phld DJ Property Solutions Deem Realty Funding	12/15/14	\$2,500 \$2,500	6 months	\$0.00		\$0.00	\$2,500.00	\$37.50	11	\$412.50	\$120.00	\$600.00	\$9.00	\$371,172.00	15%
26	16394 SW Hoops Tigard DJ Property Solutions Deem Realty Funding	8/18/14	\$6,000 \$6,000	8 months Rent is \$1700	Missed Nov 2014 \$1,500.00	12/24/14	\$750.00	\$4,500.00	\$67.50	12	\$810.00	\$170.00	\$1,020.00	\$15.30	\$500,095.00	15%
17	18825 NE Hoyt CT Portia DJ Property Solutions Deem Realty Funding	4/28/14	\$5,000 \$5,000	\$1000 per month 8 months	\$3,750.00	12/24/14	\$625.00	\$1,250.00	\$18.75	13	\$243.75	\$100.00	\$1,100.00	\$16.50	\$240,000.00	15%
39	18797 Blueridge Dr Oregon DJ Property Solutions Deem Realty Funding	12/17/14	\$2,250 \$2,250	No rents No payments	All principle due 12/17/15 with 12% interest default is 1.5% per month \$0.00		\$0.00	\$2,250.00			\$0.00				\$285,069.00	15%
24	19581 Hummingbird Loop DJ Property Solutions Deem Realty Funding	7/24/14	\$4,000 \$4,000	\$500 per month 8 months Rent is \$1600	missed Oct and Nov 2014 \$1,500.00	1/20/15	\$500.00	\$2,500.00	\$37.50	13	\$487.50	\$160.00	\$1,280.00	\$19.20	\$275,361.00	15%

DJ PROPERTY SOLUTIONS, LLC LOANS														
21565 Firwood Sandy OR DJ Property Solutions Deem Realty Funding	19	5/5/2014 8 months rent is \$1700	\$4,750 \$4,750	TLH	\$4,750.00	1/21/15 \$593.75	\$0.00	\$0.00	0	\$0.00	\$170.00 10	\$25.50	\$400,251.00	15%
35727 SE Douglas Rd DJ Property Solutions Deem Realty Funding	30	9/10/2014 8 months rent is \$2000	\$6,750 \$6,750	TLH	\$3,375.00	1/21/15 \$843.75	\$50.63	\$506.25	10	\$1,400.00	\$200.00 7	\$21.00	\$426,905.00	15%
52055 SE Icenogle Scappoo DJ Property Solutions Deem Realty Funding	23	7/10/2014 8 months Rent is \$1300	\$3,750 \$3,750	TLH	\$2,812.50	1/23/15 \$468.75	\$14.06	\$140.63	10	\$1,040.00	\$130.00 8	\$15.60	\$311,725.00	15%
Totals of DJPS loans only					Principle \$70,262.46			Interest \$11,174.99		Rents Due \$42,820.00	Interest \$642.30			
JOINT VENTURE ON SEVEN PROPERTIES														
DJPS FEB 2014 JV 235 NW Terrace Ln Prineville OR 97754 DJ Property Solutions	JV 1	Feb 2014 JV 2/13/14	\$718.75	TLH	\$0.00	12/22/14 \$56.25	\$0.00	\$0.00	0	\$2,500.00	\$250.00 11	\$37.50	\$175,000.00	50%
455 NE Blackbear ST Prineville OR 97754 DJ Property Solutions	JV 1	Feb 2014 JV 2/13/14	\$718.75	TLH	\$0.00	12/22/14 \$620.46	\$0.00	\$0.00	0	\$2,500.00	\$250.00 11	\$37.50	\$150,000.00	50%
505 E 3rd Street Newberg OR DJ Property Solutions	JV1	Feb 2014 JV 2/13/14	\$2,600	TLH	\$0.00	1/20/15 \$350.00	\$0.00	\$0.00	0	\$3,150.00	\$350.00 10	\$47.25	\$162,003.00	50%
744 SE 164th Ave Portland OR 97233 DJ Property Solutions	JV1	Feb 2014 JV 2/13/14	\$3,750	TLH	\$0.00	12/22/14 \$185.00	\$0.00	\$0.00	0	\$8,000.00	\$800.00 11	\$120.00	\$230,565.00	50%
912 NW 12th St Prineville OR 97754 DJ Property Solutions	JV1	Feb 2014 JV 2/13/14	\$718.75	TLH	\$0.00	boarded up \$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00 0	\$0.00	\$93,757.00	50%
2473 N. Main Prineville OR 97754 DJ Property Solutions	JV1	Feb 2014 JV 2/13/14	\$718.75	TLH	\$0.00	12/22/14 (\$165.27)	\$0.00	\$0.00	0	\$1,980.00	\$180.00 11	\$29.70	\$153,041.00	50%
6818 NE Stanton St Portland OR 97213 DJ Property Solutions	JV1	Feb 2014 JV 2/13/14	\$3,750	TLH	\$0.00	11/17/14 \$874.73	\$0.00	\$0.00	0	\$7,200.00	\$600.00 12	\$108.00	\$321,961.00	50%
Totals for FEB 2014 JV Only					Principle \$12,975.00			Interest \$0.00		Rents Due \$25,330.00	Interest \$379.95			

18901 JOINT VENTURE										
JV2	\$1,250	12/18/13	50% of rents Rent is \$2500	\$0.00	5/11/15	\$248,470.80	\$3,727.06 less \$21,250.00	\$85,722.43 \$64,472.43	23 months x \$3,727.06 = \$85,722.43 \$21,250.00 paid \$1,250 monthly from Jan 2014 to May 2015 17 months \$64,472.43	\$726,541.00
Lake Oswego, OR 97035 DJ Property Solutions Deem Realty Funding										
Totals for 18901 Joint Venture						Principle \$248,470.80	Interest \$64,472.43		Rents Due \$0.00	Interest \$0.00

IRA LOANS		APS IS AMERICAN PENSION SERVICES		David's IRA is #11396 Janine's IRA is #12075 Darrell's IRA is #14459 OREGON and ILLINOIS PROPERTIES														
3415 Crescent	1	5/31/13 80% of rents																
David APS		\$20,960	# of months 12															
BBC			Rent is \$2200															
					\$20,960.00	1/8/15	\$0.00	\$0.00	0	\$0.00	\$440.00	\$4,840.00	\$72.60	\$698,969.00	30%			
					for Dec 2014	\$440.00					11							
21255 NE Shore Dr	2	5/31/13 80% of rents																
David APS		\$13,500	# of months 9															
BBC			Rent is \$1900															
					\$13,500.00	1/23/15	\$0.00	\$0.00	0	\$0.00	\$420.00	\$4,620.00	\$69.30	\$459,625.00	30%			
					for Dec 2014	\$420.00					11							
3004 62nd	3	7/23/13 80% of rents																
David APS		\$4,250	# of months 9															
Darrell APS		\$4,250	Rent is \$1200															
BBC					\$4,250.00	1/20/15	\$0.00	\$0.00	0	\$0.00	\$120.00	\$1,320.00	\$19.80	\$488,496.00	15%			
					for Dec 2014	\$120.00					11							
17646 Corona Ln	5	9/17/13 Fixed																
David APS		\$6,000	8 months															
Darrell APS		\$6,000	Rent is \$1200															
BBC					\$6,000.00	1/20/15	\$0.00	\$0.00	0	\$0.00	\$120.00	\$1,200.00	\$18.00	\$280,094.00	15%			
					for Dec 2014	\$120.00					10							
13360 NE Denbrook	8	12/2/13 \$1800 per mo.																
David APS		\$11,000	8 months															
Rick Lofton/Tracey		\$11,000	Rent is \$1800															
BBC					\$8,977.50	1/20/15	\$2,022.50	\$30.34	10	\$303.38	\$180.00	\$2,520.00	\$37.80	\$543,405.00	15%			
					for Dec 2014	\$180.00					14							
11334 Kimball Ct	9	12/2/13 \$1250 per mo.																
David APS		\$5,750	8 months															
Darrell APS		\$5,750	Rent is \$1250															
RENX					\$5,750.00	1/20/15	\$0.00	\$0.00	0	\$0.00	\$125.00	\$1,250.00	\$18.75	\$474,183.00	15%			
					for Dec 2014	\$250.00					10							
10729 SW River Dr.	11	12/4/13 \$1800 per mo.																
David APS		\$8,000	8 months															
Gordon Hall pension		\$8,000																
RENX					\$8,000.00	1/23/15	\$0.00	\$0.00	0	\$0.00	\$160.00	\$1,600.00	\$24.00	\$323,175.00	15%			
					for Dec 2014	\$160.00					10							
5879 NW Lark Meadow	14	1/14/14 \$1500 per mo.																
David APS		\$5,750	8 months															
Deem Realty Funding		\$5,750																
RENX					\$5,750.00	1/20/15	\$0.00	\$0.00	0	\$0.00	\$180.00	\$1,800.00	\$27.00	\$449,856.00	15%			
					for Dec 2014	\$180.00					10							
8965 Oxbow Terrace	16	2/13/14																
David APS		\$5,250	8 months															
Darrell APS		\$5,250																
RENX					\$5,250.00	1/20/15	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00 sold					
					for Dec 2014	\$120.00					0							
1431 Larsen Ln (IL)	4	7/29/13 Fixed																
David APS		\$9,000	8 months															
Deem Realty Funding		\$9,000	Rent is \$2750															
BBC					\$9,000.00	4/14/14	\$0.00	\$0.00	0	\$0.00	\$275.00	\$5,225.00	\$78.38	\$560,160.00	15%			
					for Dec 2014	\$1,000.00					19							

IRA LOANS		David's IRA is #11396 Janine's IRA is #12075 Darrell's IRA is #14459 OREGON and ILLINOIS PROPERTIES									
APS is AMERICAN PENSION SERVICES											
1701 Baltimore (IL)	6	9/20/13 \$1800 per mo. 8 months Rent is \$1800									
David APS		\$8,500	9/16/14	\$0.00	\$0.00	\$0.00	\$180.00	\$2,520.00	\$37.80	\$369,395.00	15%
Darrell APS		\$8,500									
3547 Dearborn St (IL)	7	9/25/13 \$ per month 8 months Rent is \$2300									
David APS		\$8,500	10/20/14	\$0.00	\$0.00	\$0.00	\$230.00	\$2,990.00	\$44.85	\$527,612.00	15%
Darrell APS		\$8,500									
1490 Falcon Ln (IL)	15	2/11/14 8 months Rent is \$2800									
Janine APS		\$7,250	4/14/14	\$6,216.00	\$93.24	19	\$1,771.56	\$280.00	\$50.40	\$373,114.00	15%
Darrell APS		\$7,250									
RENX											
Totals for IRA loans only				Principle			Interest		Rents Due	Interest	
				\$8,238.50			\$2,074.94		\$33,245.00	\$498.68	
ASSIGNED CONTRACTS FROM RCLM, LLC TO DJ PROPERTY SOLUTIONS											
5853 SE Skyhigh Court		12/14/12									
RCLM assigned DJPS		\$6,000	5/14/15	\$0.00	\$0.00	0	\$0.00	\$165.00	\$24.75	\$323,453.00	15%
		To receive 80% of rents until principle is paid	\$948.26					10			
		To receive 20% of rents after principle is paid									
		To receive 15% of profits at settlement									
4890 Indian Creek Court		5/14/13									
RCLM assigned DJPS		\$13,621	6/ /2014	\$0.00	\$0.00	0	\$0.00	\$240.00	\$36.00	\$484,052.00	30%
		To receive 80% of rents until principle is paid	\$733.00					10			
		To receive 20% of rents after principle is paid									
		To receive 30% of profits at settlement									
13360 Denbrook Rd		10/14/13									
RCLM assigned DJPS		\$11,157	8/ /15	\$0.00	\$0.00	0	\$0.00	\$180.00	\$37.80	\$543,405.00	15%
		To receive 40% of rents until principle is paid	\$277.48					14			
		To receive 10% of rents after principle is paid									
		To receive 15% of profits at settlement									
3230 Southshore Blvd											
RCLM assigned DJPS		No loan was made									
		RCLM exchanged work for investment									
		To receive 5% of profits at settlement									
Totals for assignment contracts				Principle			Interest		Rent Due	Interest	
				\$0.00			\$0.00		\$6,570.00	\$98.55	
SUMMARY OF ALL LOAN BALANCES BEFORE 30% SHARE OF PROFITS											
Totals Due DJ Property Solutions LLC				Principle			Interest		Rents Due	Interest	
Totals Due DJPS for FEB 2014 JOINT VENTURE				\$70,262.46			\$11,174.99		\$42,820.00	\$642.30	
Totals Due DJPS for 18901 JOINT VENTURE				\$12,975.00			\$0.00		\$25,330.00	\$379.95	
Totals Due David and Janine IRA Accounts				\$248,470.80			\$64,472.43		\$0.00	\$0.00	
Totals Due DJPS for RCLM, LLC Assigned Contracts				\$8,238.50			\$2,074.94		\$33,245.00	\$498.68	
Totals for all accounts				\$339,946.76			\$77,722.36		\$6,570.00	\$98.55	
TOTAL CURRENT DEBT OWED PRIOR TO 30% SHARE OF PROFITS									\$107,965.00	\$1,619.48	
									\$527,253.59		

SHARE OF PROFITS -- DESCRIPTION AND ESTIMATES

- A. Most contract terms included sharing 30% the profits at settlement.
 B. Settlement is when the home is sold to an end buyer who is paying fair market value for the home after repairs.
 C. The profit or spread is based on the sales price less commissions, title fees and insurance, actual repairs, utilities & insurance, cost of money and acquisition (amount to pay off liens/mortgages).
 E. NOT TO BE INCLUDED IN CALCULATION: Original purchase amount for deed that was subject to all liens and encumbrances, repairs to rent or property management fees.
 F. RENTAL INCOME: was to cover all legal expenses, repayment of loan to buy deed and then 20% of rents to lenders, management and repairs.
 D. EXAMPLE: \$46,500 gross profit after expenses x 30% = \$13,950 to be paid as share of profits

Sales price to end buyer
 \$330,000
 Commissions at 5% of sales price
 -\$16,500
 Title fees and insurance to close
 -\$3,000
 Repair expenses, contractor expenses, supplies and materials, permits etc
 -\$50,000
 Utilities and insurance
 -\$2,000
 Cost of money for loan to pay off lien holders or the Sheriff's sale
 -\$12,000
 Acquisition of home - Sheriff's Sale Deed
 -\$200,000
Gross profit
\$46,500
30% of gross profit
x .30
\$13,950
Amount due as lender share of profits per contracts

Recent Examples of Home Sales

8965 Oxbow Terrace
 Beaverton Oregon 97008
 Sales price
 \$320,000.00
 Commissions
 -\$16,000.00
 Title fees and insurance
 -\$3,000.00
 Rehab Expenses
 -\$73,040.56
 Cost of money - interest and points
 -\$13,982.21
 Acquisition of home - Sheriff's Sale Deed
 -\$162,441.88
Gross Profit
\$51,535.35
30% share
x .30
\$15,460.61
Equals 4.83 percent of sales price

28312 SW Morgan Court
 Wilsonville, OR 97070

Sales price
 \$240,000.00
 Commissions
 \$0.00
 Title fees and insurance
 -\$2,000.00
 Rehab Expenses
 -\$5,000.00
 Cost of money
 -\$12,169.13
 Acquisition of home - bank approval
 -\$175,000.00
Gross Profit
\$45,830.87
30% share to investor lender
x .30
\$13,749.26
Equals 5.7% of sales price

1607 Pine Street
 Lake Oswego, OR 97034

Sales price
 \$620,000.00
 Commissions
 \$0.00
 Title fees and insurance
 -\$4,000.00
 Rehab Expenses
 -\$20,000.00
 Cost of money
 \$0.00
 Acquisition of home - bank approval
 -\$485,000.00
Gross Profit
\$111,000.00
30% share to investor lender
x .30
\$33,300.00
Equals 5.6% of sales price
 Estimates - should be close to actual - sale has not closed but should soon

Based on the examples shown the profit share at 30% of the gross profit is greater than 5% of the sales price.

Considering that many of the properties have development potential and our intention was to increase value by developing those properties in order to maximize profits then settling for 5% of current Zillow values is conservative.

Zillow values are based on normal conditions, intention was to remodel the homes to increase value and maximize profits.

ZILLOW VALUES as of 11/15/15

Totaled values from 09 through 0253

At 5% of Zillow Values a conservative settlement amount would be:

\$21,621,368.00

x .05

\$1,081,068.40

**LOAN AND INVESTMENT SUMMARY
30% PROFIT SHARE NOT INCLUDED**

	Number of loans	Number of Properties	Principle Due	Rents Due	Interest Due	Total Due
DJ PROPERTY SOLUTIONS, LLC	28	28	\$70,262.46	\$42,820.00	\$11,817.29	\$124,899.75
JOINT VENTURE * FEB JV 2014	1	7	\$12,975.00	\$25,330.00	\$379.95	\$38,684.95
JOINT VENTURE * 18901 VENTURE	1	1	\$248,470.80	\$0.00	\$64,472.43	\$312,943.23
DAVID AND JANINE IRA LOANS	13	13	\$8,238.50	\$33,245.00	\$2,573.62	\$44,057.12
ASSIGNED CONTRACTS * RCLM to DJPS	4	4	\$0.00	\$6,570.00	\$98.55	\$6,668.55
TOTAL DUE DJPS and DAVID and JANINE IRA's			\$339,946.76	\$107,965.00	\$79,341.84	\$527,253.60

	Number of loans	Number of Properties	Principle Due	Rents Due	Interest Due	Total Due
DEEM REALTY FUNDING	24	24	\$55,612.46	\$30,830.00	\$8,706.44	\$95,148.90
JOINT VENTURE * 18901 VENTURE	1	1	\$248,470.80	\$0.00	\$64,472.43	\$312,943.23
DEEM IRA LOANS	7	7	\$6,216.00	\$12,640.00	\$1,961.16	\$20,817.16
TOTAL DUE DEEM REALTY and DEEM IRA's			\$310,299.26	\$43,470.00	\$75,140.03	\$428,909.29